

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																																
CONVEYING PARTY DATA																																																	
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TRADEMARK
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Registration Number:	3526051	DIRECT MEDIA
Registration Number:	2889567	INFOCONNECTDM
Registration Number:	2220461	MARKETZONE
Registration Number:	2861174	ECOMOGRAPHICS
Registration Number:	2481920	E-POST DIRECT
Registration Number:	1482674	GUIDELINE
Registration Number:	2464390	IDEXEC
Registration Number:	3626873	INFOUSA.COM
Registration Number:	3616006	INFOUSA.COM
Registration Number:	3728348	ORC
Registration Number:	3677463	POP WALTER KARL
Registration Number:	3463470	BTOB OPTIMIZATION NETWORK
Registration Number:	3512411	BUSINESS BROWSER
Registration Number:	3589725	CREDIT.NET
Registration Number:	3322597	DONNELLEY MARKETING
Registration Number:	3528475	EMPLOYERSUSA
Registration Number:	2884282	IDWIZARD
Registration Number:	3592775	LA LISTA BUENA
Registration Number:	2996411	NEW LEADSUSA
Registration Number:	3467510	OUCH POINT
Registration Number:	3176697	SALES GENIE
Registration Number:	3588558	SALESGENIE
Registration Number:	3388763	SALESGENIE.COM
Registration Number:	3368350	SALESGENIELOUNGE.COM
Registration Number:	3661617	VOTEREACH3
Registration Number:	3333659	WALTER KARL
Registration Number:	3528638	YESMAIL DIRECT
Registration Number:	3439657	YESMAIL ENTERPRISE
Registration Number:	3439655	YESMAIL EXPRESS
Registration Number:	2721878	YESCONNECT
Registration Number:	2416913	YESMAIL
Registration Number:	1921327	AMERICAN MEDICAL INFORMATION
Registration Number:	3293675	DONNELLEY MARKETING
Registration Number:	2720544	INFOCALL
Registration Number:	2430202	INFOCANADA

Registration Number:	2267512	INFOUSA
Registration Number:	2147134	INFOUSA
Registration Number:	2507419	REFERENCEUSA
Registration Number:	2191644	SALES LEADS USA
Registration Number:	2932381	SNAIL MAIL
Registration Number:	2328749	E-S@LES
Registration Number:	2420393	RFMPLUS
Registration Number:	2336210	SECRET SURFER
Registration Number:	2349184	ONESOURCE
Registration Number:	2634433	ONESOURCE
Registration Number:	2459007	ONESOURCE
Registration Number:	2871534	SYNERGY
Registration Number:	1470224	CARAVAN
Registration Number:	1158530	CARAVAN SURVEYS
Registration Number:	2105536	CORPERCEPTIONS
Registration Number:	2659146	INSIGHT BEYOND MEASURE
Registration Number:	1147327	ORC
Registration Number:	2002715	ORC INTERNATIONAL
Registration Number:	3056663	RETURN ON SPORTS INVESTMENT
Registration Number:	2203474	POLK CITY DIRECTORY
Registration Number:	2696289	INTOTA
Registration Number:	3770536	TEST
Registration Number:	3770535	THE EDUCATION & STUDENT TARGET
Serial Number:	77741110	CREDIT.NET
Serial Number:	77860573	ISELL
Serial Number:	77859665	ISELL
Serial Number:	77773466	MOBILE RESPONSE NETWORK
Serial Number:	77849273	NEW CUSTOMERS ARE JUST A CLICK AWAY
Serial Number:	77859690	ONESOURCE ISELL
Serial Number:	77860582	ONESOURCE ISELL
Serial Number:	77753204	OPINION RESEARCH CORPORATION
Serial Number:	77602717	OPTNET
Serial Number:	77602728	OPTNET ENHANCE
Serial Number:	77665305	REFERENCE UK
Serial Number:	77169721	SALESGENIELOUNGE

Serial Number:	77773374	SOCIALYTE
Serial Number:	77553748	REFERENCE LEGAL

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	461214
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/28/2010

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “*Trademark Security Agreement*”) dated July 1, 2010 is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Omaha Acquisition Inc., a Delaware corporation (to be merged with and into Infogroup Inc., a Delaware corporation), has entered into a Credit Agreement dated as of July 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) with Omaha Holdco Inc., a Delaware corporation, the Lenders party thereto and Bank of America, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of July 1, 2010 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark constituting Material Intellectual Property owned by the Grantor (including, without limitation, each Trademark registration and application therefor, with all renewals thereof, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark); *provided* that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark license constituting Material Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all rights in the foregoing provided by international treaties or conventions and all other rights corresponding thereto throughout the world; and

(iv) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral constituting Material Intellectual Property by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and

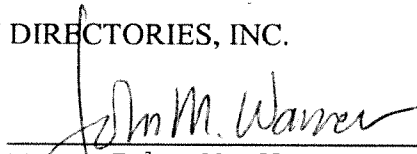
remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITY DIRECTORIES, INC.

By:


Name: John M. Warner
Title: Vice President

[Signature page to Trademark Security Agreement]

DIRECT MEDIA, LLC

By: _____

Name: John M. Warner

Title: Vice President

[Signature page to Trademark Security Agreement]

DIRECT MEDICAL MILLARD, INC.

By: _____

Name: John M. Warner

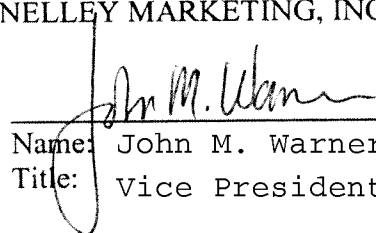
Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004249 FRAME: 0523

DONNELLEY MARKETING, INC.

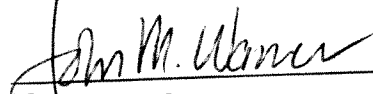
By:


Name: John M. Warner
Title: Vice President

[Signature page to Trademark Security Agreement]

GUIDELINE, INC.

By:

A handwritten signature in dark ink, appearing to read "John M. Warner", is written over a horizontal line.

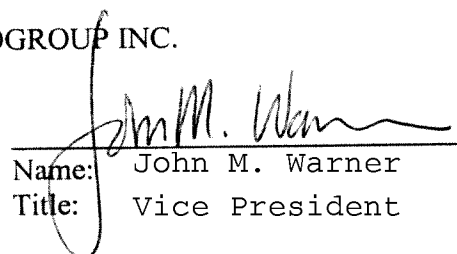
Name: John M. Warner

Title: Vice President

[Signature page to Trademark Security Agreement]

INFOGROUP INC.

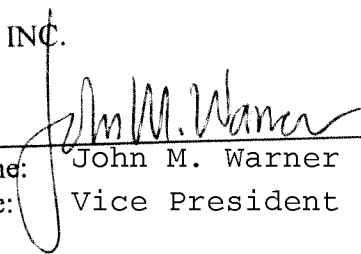
By:


Name: John M. Warner
Title: Vice President

[Signature page to Trademark Security Agreement]

INFOUSA INC.

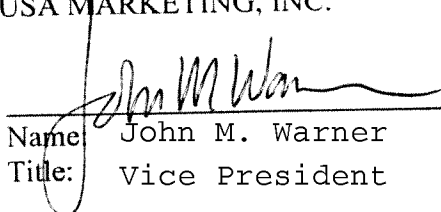
By:


Name: John M. Warner
Title: Vice President

[Signature page to Trademark Security Agreement]

INFOUSA MARKETING, INC.

By:


Name: John M. Warner
Title: Vice President

[Signature page to Trademark Security Agreement]

ONESOURCE INFORMATION
SERVICES, INC.

By: 

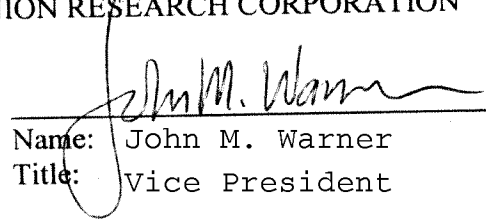
Name: John M. Warner

Title: Vice President

[Signature page to Trademark Security Agreement]

OPINION RESEARCH CORPORATION

By:


Name: John M. Warner
Title: Vice President

[Signature page to Trademark Security Agreement]

YESMAIL, INC.

By: _____

Name: John M. Warner

Title: Vice President

[Signature page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARKS

Applicant	Assignee	Mark	Serial No.	Reg. No.	Status
@Once, LLC (currently known as Yesmail, Inc.)	infoUSA Inc.	@ONCE	75/501,018	2,268,898	Registered
CITY DIRECTORIES, INC.	infoUSA Inc.	POLK CITY DIRECTORIES (and Design)	76/556,839	2,965,806	Registered
CORPORATE TECHNOLOGY (currently known as infoUSA Inc.)	infoGroup Inc.	CORPTECH	73/746,223	1,550,796	Registered
DIRECT MEDIA, LLC	infoUSA Inc.	DIRECT MEDIA	77/349,035	3,526,051	Pending
DONNELLEY MARKETING	infoUSA Inc.	INFOCONNECT DM (and Design)	76/254,964	2,889,567	Registered
DONNELLEY MARKETING	infoUSA Inc.	MARKETZONE	75/410,872	2,220,461	Registered
E-POST DIRECT, INC. (currently known as infoUSA inc.)	infoUSA Inc.	ECOMOGRAPHICS	78/008,091	2,861,174	Registered
E-POST DIRECT, INC.	infoUSA, Inc.	E-POST DIRECT	76/007,530	2,481,920	Registered
GUIDELINE, INC.		GUIDELINE	73/677,429	1,482,674	Registered
IDEXEC, INC.	infoUSA Inc.	IDEXEC	75/691,112	2,464,390	Registered
INFOGROUP INC.		CREDIT.NET	77/741,110		Pending
INFOGROUP INC.		INFOUSA.COM	77/599,182	3,626,873	Registered
INFOGROUP INC.		INFOUSA.COM	77/599,697	3,616,006	Registered
INFOGROUP INC.		ISELL	77/860,573		Pending
INFOGROUP INC.		ISELL	77/859,665		Pending

Applicant	Assignee	Mark	Serial No.	Reg. No.	Status
INFOGROUP INC.		MOBILE RESPONSE NETWORK (and Design)	77/773,466		Pending
INFOGROUP INC.		NEW CUSTOMERS ARE JUST A CLICK AWAY	77/849,273		Pending
INFOGROUP INC.		ONESOURCE ISELL	77/859,690		Pending
INFOGROUP INC.		ONESOURCE ISELL	77/860,582		Pending
INFOGROUP INC.		OPINION RESEARCH CORPORATION	77/753,204		Pending
INFOGROUP INC.		OPTNET	77/602,717		Pending
INFOGROUP INC.		OPTNET ENHANCE	77/602,728		Pending
INFOGROUP INC.		ORC (and Design)	77/753,150	3,728,348	Registered
INFOGROUP INC.		POP WALTER KARL (and Design)	77/467,895	3,677,463	Registered
INFOGROUP INC.		REFERENCE UK (and Design)	77/665,305		Pending
INFOGROUP INC.		SALESGENIELOUNGE	77/169,721		Pending
INFOGROUP INC.		SOCIALYTE	77/773,374		Pending
INFOUSA INC.		BTOB OPTIMIZATION NETWORK (and Design)	77/137,869	3,463,470	Registered
INFOUSA INC.		BUSINESS BROWSER	77/439,964	3,512,411	Registered
INFOUSA INC.	infoGROUP, Inc.	CREDIT.NET (and Design)	77/266,249	3,589,725	Registered
INFOUSA INC.		DONNELLEY MARKETING	77/064,004	3,322,597	Registered
INFOUSA INC.		EMPLOYERSUSA (and Design)	77/216,891	3,528,475	Registered
INFOUSA INC.		IDWIZARD	78/274,965	2,884,282	Registered
INFOUSA INC.		LA LISTA BUENA (and Design)	77/441,885	3,592,775	Registered
INFOUSA INC.		NEW LEADSUSA (and Design)	76/537,029	2,996,411	Registered
INFOUSA INC.		OUCH POINT	77/340,330	3,467,510	Registered
INFOUSA INC.	infoGroup Inc.	REFERENCELEGAL (and Design)	77/553,748		Pending
INFOUSA INC.		SALES GENIE	78/767,335	3,176,697	Registered
INFOUSA INC.		SALESGENIE	77/361,708	3,588,558	Registered
INFOUSA INC.		SALESGENIE.COM	77/252,326	3,388,763	Registered
INFOUSA INC.		SALESGENIELOUNGE.COM	77/169,700	3,368,350	Registered

Applicant	Assignee	Mark	Serial No.	Reg. No.	Status
INFOUSA INC.		VOTEREACH3 (and Design)	77/370,772	3,661,617	Registered
INFOUSA INC.		WALTER KARL	77/081,109	3,333,659	Registered
INFOUSA INC.		YESMAIL DIRECT	77/250,181	3,528,638	Registered
INFOUSA INC.		YESMAIL ENTERPRISE	77/250,127	3,439,657	Registered
INFOUSA INC.		YESMAIL EXPRESS	77/250,070	3,439,655	Registered
INFOUSA, INC	infoGROUP, Inc.	YESCONNECT	76/054,577	2,721,878	Registered
INFOUSA, INC		YESMAIL	75/651,050	2,416,913	Registered
INFOUSA, INC.		AMERICAN MEDICAL INFORMATION	74/588,279	1,921,327	Registered
INFOUSA, INC.		DONNELLEY MARKETING	78/767,616	3,293,675	Registered
INFOUSA, INC.	infoGroup Inc.	INFOCALL (and Design)	76/267,203	2,720,544	Registered
INFOUSA, INC.		INFOCANADA	75/353,592	2,430,202	Registered
INFOUSA, INC.	infoGroup Inc.	INFOUSA (and Design)	75/153,560	2,267,512	Registered
INFOUSA, INC.		INFOUSA (Stylized)	75/153,561	2,147,134	Registered
INFOUSA, INC.		REFERENCEUSA	75/504,964	2,507,419	Registered
INFOUSA, INC.		SALES LEADS USA	75/287,202	2,191,644	Registered
INFOUSA, INC.		SNAIL MAIL (and Design)	76/501,000	2,932,381	Registered
MILLARD GROUP, INC. (currently known as Direct Media Millard, Inc.)	infoUSA Inc.	E-SALES (and Design)	75/612,573	2,328,749	Registered
MILLARD GROUP, INC.	infoUSA Inc.	RFMPLUS	75/431,276	2,420,393	Registered
MILLARD GROUP, INC.	infoUSA Inc.	SECRET SURFER	75/734,915	2,336,210	Registered
ONESOURCE INFORMATION	infoUSA Inc.	ONESOURCE	74/709,826	2,349,184	Registered
ONESOURCE INFORMATION	infoUSA Inc.	ONESOURCE	76/225,613	2,634,433	Registered
ONESOURCE INFORMATION	infoUSA Inc.	ONESOURCE (and Design)	75/620,892	2,459,007	Registered
ONESOURCE INFORMATION	infoUSA Inc.	SYNERGY	78/219,676	2,871,534	Registered
OPINION RESEARCH CORPORATION		CARAVAN	73/659,918 ⁷	1,470,224	Registered
OPINION RESEARCH CORPORATION		CARAVAN SURVEYS	73/212,506 ⁷	1,158,530	Registered
OPINION		CORPERCEPTIONS	75/200,602	2,105,536	Registered

Applicant	Assignee	Mark	Serial No.	Reg. No.	Status
RESEARCH CORPORATION					
OPINION RESEARCH CORPORATION		INSIGHT BEYOND MEASURE	76/362,542	2,659,146	Registered
OPINION RESEARCH CORPORATION		ORC	73/212,843	1,147,327	Registered
OPINION RESEARCH CORPORATION		ORC INTERNATIONAL	74/707,637	2,002,715	Registered
OPINION RESEARCH CORPORATION		RETURN ON SPORTS INVESTMENT	78/463,173	3,056,663	Registered
R. L. POLK & Co.	infoUSA Inc.	POLK CITY DIRECTORY	75/149,589	2,203,474	Registered
TTECH ACQUISITION CORP. (infoGroup Inc.)		INTOTA	76/100,792	2,696,289	Registered
INFOGROUP, INC.		TEST	77/792,009	3,770,536	Pending
INFOGROUP, INC.		THE EDUCATION & STUDENT TARGET	77/791,995	3,770,535	Pending

**Schedule 2
to Trademark
Security Agreement**

TRADEMARK LICENSES

None.